

5. Upon information and belief, Convergent Outsourcing, Inc. is a Washington corporation.

6. Defendant Convergent Outsourcing Inc. is a "debt collector" as that term is defined by 15 U.S.C. § 1692a (6).

7. The acts of Defendant as described in this Complaint were performed by Defendant or on Defendant's behalf by its owners, officers, agents, and/or employees acting within the scope of their actual or apparent authority. As such, all references to "Defendant" in this Complaint shall mean Defendants or their owners, officers, agents, and/or employees.

FACTUAL ALLEGATIONS

8. On or about May 26, 2023, Plaintiff reviewed her Experian consumer report.

9. In the report the Plaintiff observed an unauthorized inquiry from Defendant Convergent Outsourcing INC.

10. Defendant Convergent Outsourcing INC. unlawfully obtained Plaintiff's Experian consumer report without permissible purpose on 12/14/2022. See Exhibit A.

11. On or about May 29, 2023, Plaintiff sent Convergent Outsourcing INC. a demand letter to settle the matter. The demand letter has been ignored, making their actions willful.

12. Plaintiff never initiated a consumer credit transaction with Defendant nor had an account with the defendant.

13. At the time of the inquiry the defendants did not own an alleged account with Plaintiff.

14. Plaintiff never entered into a contract with the Defendant.

15. Plaintiff has the interest and right to be free from deceptive, misleading collection efforts.

16. Plaintiffs have the interest and right to privacy from individuals including Defendant's unauthorized access and furnishing of personal identifiable information.

17. Plaintiff's injury is "particularized" and "actual" in that the conduct that deprived Plaintiff of her rights was directed by Defendant to Plaintiff specifically.

18. Plaintiff's injury is directly traceable to Defendant's conduct because if it wasn't for Defendant's conduct, Plaintiff would not have been deprived of her rights.

19. Defendant's conduct as described in this Complaint was willful, with the purpose to either harm Plaintiff or with reckless disregard for the harm to Plaintiff that could result from Defendant's conduct.

debts.

21. Plaintiff justifiably fears that, absent the Court's intervention, Defendant Convergent Outsourcing INC. will continue to access consumer reports without permissible purpose, violating the Fair Credit Reporting Act and invasion of privacy.

22. The deprivation of Plaintiff's rights will be redressed by a favorable decision herein.

23. A favorable decision herein would redress the Plaintiff's injury with monetary damages.

24. A favorable decision herein would serve to deter Defendants from further similar conduct.

COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C § 1681b(f) Defendant Convergent Outsourcing INC.

25. All preceding paragraphs are realleged.

26. Defendant Convergent Outsourcing INC.'s actions violated 15 U.S.C § 1681b(f). Permissible Purpose.

27. The Defendant violations include but are not limited to the following:

(a) Convergent Outsourcing INC. violated 15 U.S.C § 1681b(f) by failing to have permissible purpose to obtain Plaintiff's consumer report pursuant to 15 U.S.C § 1681b.

(b) Convergent Outsourcing INC. did not have a court order to obtain Plaintiff's consumer report.

(c) Plaintiff never gave written permission to Convergent Outsourcing INC. to obtain her consumer report.

(d) Plaintiff does not have an account, which is defined under and has the same meaning under the Electronic Funds Transfer Act 15 U.S.C § 1693a (2).

(e) Pursuant to the Electronic Funds Transfer Act 15 U.S.C § 1693a the term "account" means a demand deposit, savings deposit, or other asset account (other than an occasional or incidental credit balance in an open-end credit plan as defined in section 1602(i) [1] of this title), as described in regulations of the Bureau, established primarily for personal, family, or household purposes, but such term does not include an account held by a financial institution pursuant to a bona fide trust agreement;

(f) Convergent Outsourcing INC. does not have an account according to the definition above with defendant at the time and date of inquiry and defendant has failed to prove an account exists or that they own or have an account with the Plaintiff.

28. As a result of Convergent Outsourcing INC. violations of the Fair Credit Reporting Act, Defendant is liable for actual, statutory damages and punitive damages the court awards.

JURY DEMAND AND PRAYER FOR RELIEF

Wherefore, Plaintiff Marah West, respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff against Defendant for:

- a. Violating the Fair Credit Reporting Act.
- b. Actual damages pursuant to 15 U.S.C. § 1681n(a)(1)(A).
- c. Punitive damages pursuant to 15 U.S.C. § 1681n(a)(2).
- d. For such other and further relief as the court may deem just and proper.

Marah West
10/19/2023
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Exhibit A



Credit

Money

Protection

Credit Cards

Loans

Auto

CONVERGENT OUTSOURCING

CREDIT CONTROL, LLC

CREDIT KARMA

CREDIT KARMA INC

CREDIT ONE BANK

EXPERIAN

EXPERIAN